4304

BILL NO. S-78-11-38

SPECIAL ORDINANCE NO. S-232-78

AN ORDINANCE approving a contract for Street Lighting Resolution No. 131-78, between the City of Fort Wayne, Indiana and T & F Construction Corporation for installation of street lighting.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated November 6, 1978, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and T & F Construction Corporation, for:

construction and installation of ornamental street lighting with underground lighting to serve the Lakewood Park Addition,

under Board of Public Works Street Lighting Resolution No. 131-78, at a total cost of $28,600.40, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ____ M.,E.S.T.

DATE: 11-14-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	5			4	
BURNS	X				
HINGA				X	
HUNTER	X				
MOSES	X				
NUCKOLS				X	
SCHMIDT, D.				X	
SCHMIDT, V.				X	
STIER	X				
TALARICO	X				

DATE: 11-28-78

Charles W. Westerman /ve
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. G-732-78 on the 28th day of November, 19 78

ATTEST: (SEAL)

Charles W. Westerman /ve
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of November, 1978, at the hour of 11:30 o'clock A. M.,E.S.T.

Charles W. Westerman /ve
CITY CLERK

Approved and signed by me this 4th day of December, 19 78 at the hour of 9:30 o'clock A. M.,E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-11-38

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance approving a contract for Street Lighting Resolution No. 131-78, between the City of Fort Wayne, Indiana and T & F Construction Corporation for installation of street lighting

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

11-28-78
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

Original

CONTRACT - St. Lighting Resol. #131-78

STATE OF INDIANA)
)ss
COUNTY OF ALLEN)

THIS AGREEMENT ~~AND INDENTURE~~ made and entered into this, the 6th day of November 1978, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the Contract Documents as the "Purchaser," and

T & F Construction Corp.

The part of the second part, termed in this agreement and the Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the ____ day of _____, file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor and equipment and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

Installation of street lighting with underground wiring in Lakewood Park Addition, section 7 for the bid of $28,600.40.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out in haec verba.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitratiors or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Equal Opportunity Clause attached hereto is made a part of this Contract.

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

MAYOR

Ursula Miller
ATTEST: Clerk

BOARD OF PUBLIC WORKS

Henry P. Helmsberger

Edward W. LaMar

CONTRACTOR: T & F Const. Corp. of Indiana

J. L. TABER, PRESIDENT

BY: J. L. Taber

V. L. MILLER

BY: V. L. Miller
Secretary

Approved in Form & Legality
By: Thomas J. Smith
Assistant City Attorney

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

.ssisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACTOR'S BOND FOR CONSTRUCTION

...WORKS
SEP 25 1978

KNOW ALL MEN BY THESE PRESENTS, That T &F CONSTRUCTION CORP. OF IND.

of Hagerstown, Indiana 47346 as principal and

FIDELITY & DEPOSIT CO. OF MARYLAND

as surety, are firmly bound unto City of Fort Wayne, Indiana

in the penal sum of ($ 28,600.40)

Twenty-eight Thousand, Six-hundred dollars and 40/100 Dollars,

for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents, this 13th day of

September 1978.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That, Whereas T & F CONSTRUCTION CORP. OF IND., Hagerstown, Indiana 47346

has entered into a certain written contract dated September 13, 1978

with the principal as named herein for the erection, construction and completion of Lakewood Park Addition Lighting, City of Fort Wayne, Resolution S-131-78 situated in Fort Wayne, Indiana, Indiana, in accordance with the plans and specifications approved and adopted by said City of Fort Wayne, Indiana

which are made a part of this bond.

NOW THEREFORE, if the said T & F CONSTRUCTION CORP. OF IND., Hagerstown, IN 47346

shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the said City of Fort Wayne, IN

and according to the time, terms and conditions specified in said contract and in accordance with all requirements of law, and shall promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 13th day of September 19 78

T & F CONSTRUCTION CORP. OF IND.

J. L. Taber President (Seal)
J. L. Taber,

FIDELITY & DEPOSIT CO. OF MARYLAND (Seal)

By: Vernon Matherly Attorney-in-fact
Vernon Matherly,

Approved this 13th day of September 19 78.

City of Fort Wayne, Indiana

Official or Board.

Attest:

(Note: See Burns Section 53-202)

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint John W. Brown and Vernon Matherly, both of Richmond, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of John W. Brown, etal, dated February 27, 1975.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of August, A.D. 19 76.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:

C W Robbins — *Assistant Secretary*

By C M Pecot — *Vice-President*

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 3rd day of August, A.D. 19 76, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

Melinda T Haws

Notary Public Commission Expires July 1, 1978

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 15th day of September, 19 78

W C Beatty

Assistant Secretary

L1419—Cf. 204122

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME	TELEPHONE NUMBER
KEN OYLER	456-5778

T & F Construction Corp.
Contractor

Resolution No. 131-78

BOARD OF PUBLIC WORKS
RECEIVED
JUL - 5 1978

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

e, the undersigned committee, being appointed to prepare a schedule of the prevailing ages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUG. AND SEPT., 1978.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	E&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.60	55¢	1.25			3¢if
BOILERMAKER	S	12.55	80	1.00		3¢	
BRICKLAYER	S	11.14	45	50		1	4if
CARPENTER (BUILDING)	S	10.57		6%		8	2if
CARPENTER (HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON	S	9.70	75	80		1	
ELECTRICIAN	S	12.00	50	3%+30		6	
ELEVATOR CONSTRUCTOR	S	10.91	74½	56	8%	6	
GLAZIER	S	10.20		25	40	4	25¢holida
IRON WORKER	S	11.80	90	1.30		2	2if
LABORER (BUILDING)	S-SS US	7.70-8.60	70	50		9	
LABORER (HIGHWAY)	S-US-SS	7.60-8.45	70	50		9	
LABORER (SEWER)	S-US-SS	7.60-8.40	70	50		8	
LATHER	S	10.60		60		1	2if
MILLWRIGHT & PILEDRIVER	S	10.90		6%		8	2if
OPERATING ENGINEER (BUILDING)	S-SS US	7.90-11.00	40	55		8	
OPERATING ENGINEER (HIGHWAY)	S-SS-US	8.16-10.87	55	65		8	
OPERATING ENGINEER (SEWER)	S-SS-US	8.16-10.87	55	65		5	
PAINTER	S	9.25-10.25	65	50		12	6misc.
PLASTERER	S	9.74	60	80			
PLUMBER & STEAMFITTER	S	12.10	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.75-10.80					
ROOFER	S	10.90		10			
SHEETMETAL WORKER	S	11.98	50	60		10	14if
TEAMSTER (BUILDING)	S-SS US	9.18-10.13	26.00pw	31.00pw			
TEAMSTER (HIGHWAY)	S-SS-US	8.75½-9.35½	27.50pw	31.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this proj as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 5 DAY OF July, 1978

Wayne T Kepler
REPRESENTING GOVERNOR, STATE OF INDI

[signature]
REPRESENTING THE AWARDING AGENT.

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

4307

TITLE OF ORDINANCE SPECIAL ORDINANCE - ST. LGT. RESOL. #131-78 - LAKEWOOD PARK ADD.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS 2-78-11-38

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET LIGHTING RESOLUTION NO. 131-78, FOR CONSTRUCTION AND INSTALLATION OF ORNAMENTAL STREET LIGHTING WITH UNDERGROUND LIGHTING TO SERVE THE LAKEWOOD PARK ADDITION, T & F CONSTRUCTION CORPORATION, CONTRACTOR FOR THE PROJECT, IN AMOUNT OF $28,600.40.

(CONTRACT ATTACHED)

EFFECT OF PASSAGE ORNAMENTAL STREET LIGHTING FOR THE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT AND INSTALL STREET LIGHTING AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $28,600.40 FROM THE PROPERTY OWNERS THROUGH BARRETT LAW

ASSIGNED TO COMMITTEE

EP